

AG Contract No. KR02-1754TRN
AZ DOT ECS File No. JPA 02-141
TRACS No: R 0999 12 P
Project: SR 202L PCCP Noise Study
Section: SR 202L, Red Mountain Freeway
Gilbert to Higley

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE UNITED STATES DEPARTMENT OF TRANSPORTATION,
RESEARCH AND SPECIAL PROGRAMS ADMINISTRATION,
VOLPE NATIONAL TRANSPORTATION SYSTEMS CENTER
(VOLPE CENTER)

THIS AGREEMENT is entered into 20th September, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended; between the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, acting by and through its INTERMODAL TRANSPORTATION DIVISION (the "State"), and the UNITED STATES DEPARTMENT OF TRANSPORTATION, RESEARCH AND SPECIAL PROGRAMS ADMINISTRATION, acting by and through its VOLPE NATIONAL TRANSPORTATION SYSTEMS CENTER (the "VOLPE CENTER").

I. RECITALS

1. The State is empowered by Arizona Revised Statute Section 28-334 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of State.

2. The Volpe Center is authorized by the Volpe Center Working Capital Fund statute, 49 U.S.C Section 328 to enter into this agreement. The undersigned Director of the Volpe Center is authorized to execute this agreement on behalf of Volpe Center.

3. The Volpe Center will use funds received from the State, in a lump sum amount up to \$25,000.00, to provide technical support to acoustically analyze the influence of pavement surfaces on highway traffic noise, herein referred to as "the Project". The Portland Cement Concrete Pavement Study work involves performing field measurements to compare the noise characteristics of (3) different surfaces on a highway paved with Portland Cement Concrete. These measurements will be performed at (1 to 3) sites in Arizona along SR 202 between Gilbert/Higley Road, using a consistent methodology at each site under similar conditions of traffic and meteorology. Among other data collected, the maximum sound levels and spectral information will be reported and recorded. The goal of this pavement study is to determine the highway traffic noise levels of each of the (3) surfaces tested, ultimately leading to a decision of future paving techniques. The purpose of this agreement is to set forth the responsibilities of the parties.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 25516
Filed with the Secretary of State
Date Filed: 09/26/02

Debbie Bayless
Secretary of State

By: William D. Greenwald

II. SCOPE OF WORK

1. Volpe Center will:

- a. Perform tasks using support service contractors and other contract support as Volpe determines necessary, to provide the data associated with the Project to the State, with no profit or fee. Work will be as described in paragraph I.3 of the agreement. All unused funds will be returned to the State upon completion of the Project including final report to the Project Manager of the Arizona Transportation Research Center and upon orderly project close. Should funds become exhausted, work will cease until such time as additional advance is received.
- b. Upon completion of the Project, provide to the State the final data analysis, to the attention of Larry Scofield, c/o Transportation Research Center, at the address indicated in III. 9 below.
- c. Use the State's Form 12-6903 R7/87 for invoicing the billable costs for the Project, and attach when invoicing. A copy of this form is attached and can be obtained electronically by calling (602) 712-8088. Requests for payment are to be directed to the attention of Larry Scofield, Project Manager, c/o Arizona Transportation Research Center, at the address indicated in III. 9 below.
- d. Provide the State with a final report to the Project Manager of the Arizona Transportation Research Center, of the total commitments and obligations associated with the project tasks.

2. State will:

- a. Advance the Volpe Center an amount up to \$25,000.00, upon receipt of and approval of an invoice, for the work to be initiated in accordance with the Project tasks and the Volpe Center's authorizing legislation, 49 USC 328.
- b. Have unlimited non-exclusive rights to all data produced in the performance of this agreement. Unless subject to statutory exemptions, such data will be publicly available under the Freedom of Information Act, 5 U.S.C. Section 552.
- c. Be responsible for all costs incurred through the termination date, in an amount up to \$25,000.00, and for any additional costs incurred, which the Volpe Center views necessary to complete the project close in an orderly process.

III. MISCELLANEOUS PROVISIONS

1. Funds shall be advanced before work is to be initiated, in accordance with the Volpe Center's authorizing legislation, 49 U.S.C. Section 328. Legislation establishing the Volpe Center's Working Capital Fund, 49 U.S.C. Section 328, provides that amounts transferred to the Working Capital Fund for support to be provided by the Volpe Center remain available for obligation without fiscal year limitation.

2. Work shall commence upon receipt of fund from the State and shall continue until it is completed. The Volpe Center's intent is that all work under this agreement, will be completed during the current calendar year. If additional time becomes necessary to complete this work within the funding provided, the parties may agree in writing to extend the period of performance, provided remaining funds are sufficient to cover remaining performance and closeout costs. Such extension shall be at no additional

cost to the State. Work may be terminated 30 calendar days after receipt of written notice by the Financial Management Division, DTS-82, of the Volpe Center.

3. This agreement between the parties does not in any way, state or imply that is an endorsement by either Agency of its products or services.

4. This agreement may be amended if additional funds become available and if agreed to in writing by the parties.

5. This agreement shall become effective upon signatures of the parties and filing with the Arizona Secretary of State. A signed original agreement will be provided to the Volpe Center promptly upon execution and filing.

6. To the extent permitted under federal and state law, this agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511, as it pertains to conflict of interest among State employees.

7. To the extent permitted under federal and state law, the provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

8. The parties hereto shall select a process for the resolution of claims or disputes relating to this agreement, compliant with applicable laws and regulations of the State and Federal government, and acceptable to the State and Federal government.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, Arizona 85007
FAX: 602-712-7424

John A. Volpe
National Transportation Systems Center
Kendall Square
Cambridge, MA 02142-1093

Arizona Transportation Research Center
2739 E. Washington Street
Phoenix, AZ 85034
FAX: 602-712-3400
Phone: 602-712-3131
lscofield@dot.state.az.us

Payments to be Electronically Transferred to:
DOT/Volpe National Transportation Systems Center
through Federal Reserve Bank of New York
Type/Sub-type Code: 1000
ABA Number: 021030004
Receiver DFI Name: TREAS NYC
Business Function: CTR
Beneficiary D / 69010004

10. Attached hereto and incorporated herein is the written determination of the State's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**VOLPE NATIONAL TRANSPORTATION
SYSTEMS CENTER**

By Richard R. John 9/16/02
RICHARD R. JOHN
Director

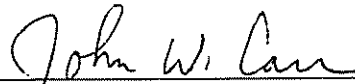
STATE OF ARIZONA
Department of Transportation

By Dale Buskirk
DALE BUSKIRK, Acting Division Director
Transportation Planning Division

RESOLUTION

BE IT RESOLVED on this 10th Day of September that I, the undersigned VICTOR M. MENDEZ, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the TRANSPORTATION PLANNING DIVISION, to enter into an intergovernmental agreement with Volpe National Transportation Systems Center for the purpose of defining responsibilities for a traffic noise study analysis using the Portland Cement Concrete Pavement Study and additional technical support to perform field measurements and collect data at (1-3) sites in Arizona along SR 202, Red Mountain Freeway between Gilbert and Higley Roads.

Therefore, authorization is hereby granted to draft said agreement, which upon completion, shall be submitted to the Transportation Planning Division, Acting Director for approval and execution.



JOHN W. CARR, P.E., Staff Engineer
Development / Intermodal Transportation Division

for VICTOR M. MENDEZ, Director



JANET NAPOLITANO
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION
1275 WEST WASHINGTON STREET, PHOENIX. AZ. 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646

MAIN PHONE : (602) 542-1680
FACSIMILE : (602) 542-3646

INTERGOVERNMENTAL AGREEMENT **DETERMINATION**

A.G. Contract No. KR02-1754TRN, an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED September 19, 2002.

JANET NAPOLITANO
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

/srs

Att.